

3-31-03

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Atty Docket No. G2370.278786

102419831

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WACHOVIA BANK, NATIONAL ASSOCIATION
(Formerly known as First Union National Bank), as
Administrative Agent

- ☐ Individual(s) ☒ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Release of Security Interest**

Execution Date: Effective December 18, 2002

2. Name and address of receiving party(ies)

Name: **BRK BRANDS, INC.**

Internal Address:

Street Address: **3901 LIBERTY STREET ROAD**City: **AURORA**State: **IL** Zip: **60504**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ NoAdditional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE AB. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE AAdditional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**Internal Address: **Kilpatrick Stockton LLP**Street Address: **1100 Peachtree St., Suite 2800**City: **Atlanta** State: **GA** Zip: **30309**6. Total number of applications and registrations involved: **21**7. Total fee (37 CFR 3.41).....\$ **540.00**☒ Enclosed☐ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine P. James

Name of Person Signing

Signature

Date

3/25/03Total number of pages including cover sheet, attachments, and document: **13**

(4/14/03) 003 G2370.278786

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(1 FC:8321
(2 FC:832240.00 OP
500.00 OP

Pending U.S. Trademark Applications

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
11/14/2000	2150/0559	LUMINESS	75/906,759
11/15/2000	2150/0387		

U.S. Trademark Registrations

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Registration Number
11/15/2000	2150/0387	A WARNING AND A WEAPON	1,801,455
11/15/2000	2150/0387	BE SAFE...REPLACE	2,312,492
11/15/2000	2150/0387	BRK	804,227
11/15/2000	2150/0387	BRK BRANDS LOGO	2,005,353
11/15/2000	2150/0387	BRK ELECTRONICS	1,921,636
11/15/2000	2150/0387	BUBBLES LOGO	2,064,455
11/15/2000	2150/0387	COTRAN	2,031,111
11/15/2000	2150/0387	DOUBLE SYSTEM	1,123,974
11/15/2000	2150/0387	DUAL LOCK	2,188,249
11/15/2000	2150/0387	ESCAPE LIGHT	1,133,533
11/15/2000	2150/0387	EVERY FLOOR, EVERY BEDROOM, EVERY MINUTE COUNTS	2,049,636
11/15/2000	2150/0387	FAMILY GARD	1,080,882
11/15/2000	2150/0387	FAMILY GARD	2,232,614
11/15/2000	2150/0387	FAMILY PROTECTION CENTER	1,186,467
11/15/2000	2150/0387	LIGHT TEST	1,577,434
11/15/2000	2150/0387	SA	2,078,547
11/15/2000	2150/0387	SENSORPACK	1,865,225
11/15/2000	2150/0387	SMOKE ALERT	1,231,761
11/15/2000	2150/0387	SUREGRIP	2,072,612
11/15/2000	2150/0387	TRUE FIT	2,252,040

TERMINATION AND RELEASE OF SECURITY INTEREST

IN CERTAIN PATENT AND TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 18, 2002, from Wachovia Bank, National Association (formerly known as First Union National Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to BRK Brands, Inc., a Delaware corporation with its principal place of business located at 3901 Liberty Street Road, Aurora, IL 60504 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement, dated as of July 20, 1998, among the Grantor, among others, and the Agent (the "Collateral Agreement"), the Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Patent Collateral and Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to various Patent and Trademark Security Agreements (collectively, the "Security Agreements"), the Grantor reaffirmed its intent to grant a Security Interest to the Agent in certain scheduled Patent Collateral and Trademark Collateral;

WHEREAS, each Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on the Recordation Dates and at the Reel and Frame Numbers set forth in Schedule A; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral and Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral and Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: a) The term "Patent Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference to the Collateral Agreement and the relevant Security Agreement.

b) The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference to the Collateral Agreement and the relevant Security Agreement.


2. Release of Security Interest: a) The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

b) The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION
(formerly known as FIRST NATIONAL UNION BANK),
as Administrative Agent

By: 
Name: Joel Thomas
Title: Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On this 13 day of December, 2002, before me personally appeared Joel Thomas to me known who, being by me duly sworn, did depose and say that he is a Director of WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK), described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK).


Notary Public

CATHERINE L. REILLY
NOTARY PUBLIC, State of New York
No. 01RE6081117
Qualified in New York County
Commission Expires September 30, 2006

(Affix Seal Below)

Schedule A

Pending U.S. Patent Applications

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
10/12/2000 11/15/2000	11007/0956 11111/0190	Smoke and Gas Detectors	09/058,467
10/12/2000 11/15/2000	11007/0956 11111/0190	Smoke Detector with Sensing Chamber Located Adjacent to Mounting Base	60/165,874
11/14/2000 11/15/2000	11111/0040 11111/0190	A Detector with Plug-In Modular Features	60/172,458
11/14/2000 11/15/2000	11111/0040 11111/0190	Interconnectable Detector with Local Smoke Indicator	09/634,475
11/14/2000 11/15/2000	11111/0040 11111/0190	Sealed Replaceable Sensor	09/481,081
11/14/2000 11/15/2000	11111/0040 11111/0190	Ultra-Short Wavelength Photoelectric Smoke Detector	09/516,049
11/17/2000 11/17/2000	11113/0809 11113/0816	Power supply and interconnect system	60/238,183

Issued U.S. Patents

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Patent Number
11/15/2000	11111/0190	Hand-Held Light with Means for Controlling Beam Width	4,414,612
11/15/2000	11111/0190	Hand-Held Light with Swivel Head	4,447,863
11/15/2000	11111/0190	Rechargeable Battery-Powered Flashlight System	4,467,263
11/15/2000	11111/0190	Three Position Switch for Portable Rechargeable Device	4,647,832
11/15/2000	11111/0190	Microprocessor Operates Timing Controller	4,672,232
11/15/2000	11111/0190	Plug-In Device with Slide Cover Over Plug Prongs	4,743,829
11/15/2000	11111/0190	Rechargeable Battery-Powered Device	4,794,315
11/15/2000	11111/0190	Infrared Actuated Control Switch Assembly	4,823,051
10/12/2000	11007/0956	Test Initiation Apparatus With Continuous Or Pulse Input	4,901,056
11/15/2000	11111/0190	Modular Electronic Timer Switch System	4,922,407
10/12/2000 11/15/2000	11007/0956 11111/0190	Battery Missing Indicator	5,191,855
11/15/2000	11111/0190	Alarm Silencing Circuitry for Photoelectric Smoke Detectors	5,422,629
11/15/2000	11111/0190	Sensitivity Test System for Photoelectric Smoke Detector	5,473,167
11/15/2000	11111/0190	Ambient Condition Detector with High Intensity Strobe Light	5,570,077
11/15/2000	11111/0190	Long Life Detector	5,578,996
11/15/2000	11111/0190	Modular Timer Having Multiple Finished Extension	5,638,947
11/15/2000	11111/0190	Tub Grab Bar	5,659,904
11/15/2000	11111/0190	Self-Locking Toilet Seat Cover Lock	5,669,081
11/15/2000	11111/0190	Child Bath Seat	5,687,433

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Patent Number
11/15/2000	11111/0190	Enclosure Safety Latch	5,711,554
11/15/2000	11111/0190	Night Light with Rotatable Prongs	5,727,953
11/15/2000	11111/0190	Front Squeeze Trigger Handle for Use with Fire Extinguishers	5,775,432
11/15/2000	11111/0190	Portable, Foldable Bed Rail	5,781,945
11/15/2000	11111/0190	Portable Gate	5,782,039
11/15/2000	11111/0190	Ultraloud Smoke Detector	5,990,797
11/15/2000	11111/0190	Sealed Replaceable Sensor	6,027,693
10/12/2000 11/15/2000	11007/0956 11111/0190	Smoke Alarm With Anti-Dust Screen	6,057,774
10/12/2000 11/15/2000	11007/0956 11111/0190	Fire Extinguisher Valve	D288,252
11/15/2000	11111/0190	Automatic Light Socket	D296,549
11/15/2000	11111/0190	Nightlight	D301,750
11/15/2000	11111/0190	Light Control	D303,248
11/15/2000	11111/0190	Light Control	D304,442
11/15/2000	11111/0190	Flashlight	D311,066
11/15/2000	11111/0190	Flashlight	D311,593
11/15/2000	11111/0190	Flashlight	D314,634
11/15/2000	11111/0190	Socket	D320,595
11/14/2000 11/15/2000	11111/0040 11111/0190	Flashlight	D323,404
11/15/2000	11111/0190	Module	D350,492
11/15/2000	11111/0190	Portable Light	D351,673
11/15/2000	11111/0190	Detector with Strobe	D360,156
11/15/2000	11111/0190	Design for Ladder Rung	D371,854
11/15/2000	11111/0190	Container (large)	D372,360
10/12/2000 11/15/2000	11007/0956 11111/0190	Container (small)	D372,361
11/15/2000	11111/0190	Detector Housing	D373,093

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Patent Number
11/15/2000	11111/0190	Container (medium)	D374,347
11/15/2000	11111/0190	Night Light	D379,245
11/15/2000	11111/0190	Child Bath Seat	D382,719
11/15/2000	11111/0190	Nursery Monitor	D383,687
11/15/2000	11111/0190	Protective Electrical Outlet Plug	D383,727
11/15/2000	11111/0190	Safety Gate	D384,752
11/15/2000	11111/0190	Housing for a Nursery Monitor	D385,559
11/15/2000	11111/0190	Portable, Foldable Bed Rail	D391,792
11/15/2000	11111/0190	Front Squeeze Trigger Extinguisher Assembly	D399,028
11/15/2000	11111/0190	Self-Locking Toilet Seat Cover	D399,936
10/12/2000 11/15/2000	11007/0956 11111/0190	Detection Device	D424,466